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COMMONWEALTH OF MASSACHUSETTS

and the

METROPOLITAN POLICE PATROLMEN'S UNION AND
AFFILIATES, LOCAL 55 a/w THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

A G R E E M E N T

July 1, 1991 - June 30, 1993

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PREAMBLE

Agreement entered into this July 1st day of 1988 by and between the Commonwealth of Massachusetts acting through the Commissioner of Administration and his Division of Employee Relations ("Commonwealth" or "Employer") and the Metropolitan Police Patrolmen's Union and Affiliates, Local 55 a/w the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America ("Union").

ARTICLE 1

RECOGNITION

Section 1.

The Commonwealth of Massachusetts through the Office of Employee Relations as designated by the Commissioner of Administration and Finance, hereinafter the Employer, does hereby recognize the Metropolitan Police Patrolmen's Union and Affiliates, Local 55 a/w the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of American, hereinafter the Union, as the duly authorized representative of all patrolmen, patrolwomen, lieutenants and sergeants of the MDC Police and excluding all others, pursuant to G. L. Chapter 150E and the certification of the State Labor Relations Commission dated June 5, 1978 in Case No. SCR-2113.

Section 2.

As used in this contract the term "employee" or "employees" shall

- A. include full-time persons employed by the Commonwealth in job titles in the bargaining unit included in Section 1 above.
- B. exclusion
 - (1) all managerial and confidential employees;
 - (2) all employees employed in short term jobs established by special federal or state programs such as summer jobs for underprivileged youths; and
 - (3) all intermittent employees

- C. A full-time employee is defined as an employee who normally works a full workweek and whose employment is expected to continue for twelve months or more, or an employee who normally works a full workweek and has been employed for twelve consecutive months or more.

ARTICLE 2

RULES AND REGULATIONS

The Rules and Regulations governing Vacation Leave, Sick Leave, Travel, Overtime, Military Leave, Court Leave, Other Leave, Charges and State Personnel, Accident Prevention, as authorized by section 28 of Chapter 7 of the General Laws ("Red Book") and those Rules and Regulations governing Classifications, Salaries, Allocations, Individual Reallocations, Salary Increments as authorized by section 45 (5) and section 53 of Chapter 30 of the General Laws ("Gray Book") shall not apply to employees covered by this Agreement.

ARTICLE 3

UNION SECURITY

Dues/Agency Fee Checkoff

Section 1.

The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each employee.

Section 2.

An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the

designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her Union dues check-off authorization by giving at least sixty days notice in writing to his/her department head.

Section 3.

An employee may consent in writing to the authorization of the deductions of an agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her agency fee authorization by giving at least sixty days notice in writing to his/her department head.

Section 4.

The Employer shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with departmental policy as of July 1, 1976 to the treasurer of the Union together with a list of employees whose dues or agency fees are transmitted provided that the State Treasurer is satisfied by such evidence that he may require that the treasurer of the Union has given to the Union a bond, in a form approved by the Department of Revenue, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the State Treasurer.

ARTICLE 4

AGENCY FEE

Section 1.

Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty days following the commencement of his/her employment or thirty days following the signing of this agreement, whichever is later, a service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union.

Section 2.

This Article shall not become operative as to employees in bargaining unit 5B certified to the Union until this Agreement has been formally executed, pursuant to a vote of a majority of the employees in bargaining unit 5B present and voting.

Section 3.

The Union shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Employer shall have no obligation to defend the termination.

Section 4.

Disputes between the parties concerning this Article shall be resolved in accordance with the guidelines set forth by the Labor Relations Commission.

ARTICLE 5

UNION BUSINESS

Section 1. Employee Rights and Representation

Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union Officer or representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the Commission, to members of the General Court, to the Governor or to any other appropriate authority or official.

Without limiting the foregoing, the Employer agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement or the law. Further, no representative, Department official, or agent of the Department shall:

- 1 Interfere with, restrain, or coerce employees in the exercise of their right to join the Union;

- 2 Interfere with the formation, existence, operations or administration of the Union;
- 3 Discriminate in regard to employment or conditions of employment in order to discourage membership in the Union;
- 4 Discriminate against an employee because he has given testimony or taken part in any grievance procedures, or other hearings, negotiations, or conferences for or in behalf of the Union;

Section 2. Union Representation

Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction.

Section 3. Union Steward

Union stewards shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Requests for such time off shall be made in advance and shall not be unreasonably denied.

The Union will furnish the Employer with a list of Union stewards and their jurisdictions. Within six months the Union shall delineate the jurisdiction of Union stewards so that no steward need travel between work locations or subdivisions thereof while investigating grievances.

Section 4. Union Leave of Absence

Leaves of absence without loss of wages, benefits or other privileges to attend meetings, conventions, and executive board meetings of the local, city, state, regional, and parent organizations may be granted to the Union officers, stewards, and elected delegates of the Union. Such leave will require approval of OER.

Time off without loss of wages, benefits, or other privileges may be granted to Union negotiating committee members for the attendance at negotiating sessions and related Union caucuses.

Section 5. Unpaid Union Leave of Absence

Upon request by the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of the Union. Advance approval of the Division of Employee Relations is required for all such leaves of absence or the extension thereof. Approved requests will be granted by the department/agency head not to exceed one per each 2,000 employees represented by the Union provided no adverse effect on the operations of the department/agency results.

Section 6. Attendance of Hearings

Representatives and officers of the Union may be granted leave of absence without loss of pay to attend hearings before

the Legislature and State agencies concerning matters of importance to the Union. Such leave will require prior approval of OER.

Section 7. Union Use of Premises

The Union shall be permitted to use those facilities of the Employer for the transaction of Union business during working hours which have been used in the past for such purpose, and to have reasonable use of the Employer's facilities during off duty hours for Union meetings subject to appropriate compensation if required by law.

This section shall not be interpreted to grant an employee the right to carry on business during his/her own working hours, not granted elsewhere in the contract.

Section 8. Bulletin Boards

The Union may post notices on bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the Employer for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives or which constitutes election campaign material for or against any person, organization or faction thereof.

Section 9. Employer Provision of Information

The Employer shall be required to provide the Union with the following information:

- A. Every three months a list of all new employees, date of employment and classification.
- B. Every six months a list of all employees who have been terminated.
- C. Every six months a list of all employees who have been transferred.
- D. Every six months a list of all employees who have changed their classification including both titles and the effective date.
- E. A list of all employees who withdraw checkoff authorizations under ARTICLE 3, Section 2 and 3 within two months of such withdrawal.
- F. A list of all employees in each department/agency by title listed within each title in order of date of employment. Such lists shall be updated each six months.

Where the Employer has been providing the above information to the Union at more frequent time intervals, the information shall continue to be furnished at such intervals.

Section 10. Orientation

Where the department/agency provides an orientation program for new employees one half hour shall be allotted to the Union and to the new employees during the first week of the program during which time a Union representative may discuss the Union with the employee. Employer's premises shall be made available.

ARTICLE 6

ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1.

The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, or mental or physical handicap.

Section 2.

The Union and the Employer agree that when the effect of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, age, sex, national origin or mental or physical handicap, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. Therefore the parties acknowledge the need for positive and aggressive affirmative action.

Section 3.

The State-wide Labor/Management Committee shall give priority to the area of affirmative action. The Committee shall review affirmative action programs and shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the policy and commitments contained in the Governor's Executive Order No. 116 dated May 1, 1975 or as subsequently amended.

ARTICLE 7

WORKWEEK AND WORK SCHEDULES

Section 1. Scheduled Hours, Workweek, Workday

The regular hours of work for full-time employees shall be an average of forty hours per week excluding unpaid meal periods over a period of not more than eight weeks and the regular tour of duty for 14 the employees shall consist of eight hours and thirty-five minutes excluding unpaid meal periods.

The normal workweek of the Patrol Force shall consist of four consecutive work days followed by two consecutive days off. In accordance with the needs of the Employer, the Employer may assign employees other than the Patrol Force to a normal workweek of five days in any consecutive seven day period.

Those employees assigned to the five-and-two schedule shall receive, in addition to the two consecutive days off weekly, not less than seventeen additional regular days off annually, so that each such employees so assigned shall receive the same number of regular days off annually as will employees working the four-and-two work schedule. These seventeen additional regular days off annually shall be taken one day each three weeks, as assigned.

Section 2. Overtime

- A. Any employee specified in Section 1 of the Article shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty hours per week as averaged over an eight week period in accordance with M.G.L. c. 149, section 30C.

- B. Employees whose regular workday is eight hours and thirty-five minutes shall be compensated at the rate of time and one-half his regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday in accordance with M.G.L. c. 149, section 30C.
- C. Compensatory time off in lieu of pay for overtime work shall not be granted to employees. The Employer shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday.
- D. All time for which an employee is on full pay status such as, but not limited to sick leave or vacation, shall be considered time worked for the purpose of calculating overtime compensation.
- E. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this agreement.
- F. The Employer shall make every effort to send out checks for overtime no later than the second payroll period following the payroll period of the overtime worked.
- G. Overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in

the normal course of their work week. The Employer and Union representative shall work out procedures for implementing this policy of distributing overtime work. The Employer shall maintain an overtime roster in each facility where members of Bargaining Unit 5B are employed.

H. This section shall not apply where there is:

- (1) an exchange of tour of duty between two employees by mutual agreement and with the consent of their Appointing Authority or an out-of-turn tour of duty that is substituted for a regularly scheduled tour of duty by mutual agreement between the Appointing Authority and the employee.
- (2) a change in the regular work schedule of an employee in a given work week
- (3) a course of study or training program at a police training school attended by an employee
- (4) an employee on full travel status
- (5) a substitution of a regular tour of duty for another tour of duty for the purpose of (a) in-service training or (b) hearing before the Appointing Authority or his designee.

I. Any time for which a police officer is compensated pursuant to ARTICLE 26 COURT TIME shall not be considered time worked under this Agreement.

J. Any time on which an employee is working a paid detail pursuant to ARTICLE 33 shall not be considered time worked under this Agreement.

Section 3. Recall to Duty

If the employee is recalled to duty outside of his regular tour of duty while at home or on a scheduled day-off, he shall be paid on an overtime service basis for all such time and shall be granted a minimum of four (4) hours of overtime recall pay therefor.

It is understood that the four (4) hour guaranty does not apply when an employee is called in early to work prior to the normal starting time of his scheduled tour of duty and works continuously from the time he reports in to his normal scheduled tour of duty, in which event such employee shall receive overtime pay only for the actual time worked prior to the commencement of such tour.

Section 4. Shifts

The following are the present shift assignment within the police schedule:

Day Shift - 6:45 A.M. - 3:20 P.M.

7:40 A.M. - 4:15 P.M.

8:25 A.M. - 5:00 P.M.

9:45 A.M. - 6:20 P.M.

Alternating Shift - 4:00 P.M. - 12:35 A.M.

11:40 P.M. - 8:15 A.M.

Night Shift - 4:00 P.M. - 12:35 A.M.

5:45 P.M. - 2:20 A.M.

ARTICLE 8

LEAVE

Section 1. Sick Leave

- A. A full-time employee shall accumulate sick leave with pay credits at the rate of one and one-quarter work days for each calendar month of employment. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.
- B. Sick leave shall be granted, at the discretion of the appointing authority, to an employee only under the following conditions:
- (1) when an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury
 - (2) when the spouse, child, or parent of either employee or his/her spouse or a relative living in the immediate household of an employee, is seriously ill, the employee may utilize sick leave credits up to a maximum of seven days per calendar year
 - (3) when through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others; and
 - (4) when an employee is absent due to the excessive use of alcohol or narcotics and becomes and continues to be an active participant in an approved counselling service program.

- C. A full-time employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay for a total of more than one day.
- D. Upon return to work following a sick leave in excess of five consecutive days, an employee may be required to undergo a medical examination to determine his/her fitness for work. The employee, if he/she so desires, may be represented by a physician of his/her choice.
- E. Sick leave must be charged against unused sick leave credits in units of one-half hour or full hours, but in no event may the sick leave credits used be less than the actual time off.
- F. Any employee having no sick leave credits, who is absent due to illness, may be placed at the discretion of the Appointing Authority on vacation leave or leave without pay. Such leave shall be charged on the same basis as provided in subsection (E).
- G. An employee who is reinstated or reemployed after an absence of less than three years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three years or more shall receive prior sick leave credits, if approved by the Personnel Administrator, where such absence was caused by:

- (1) illness of said employee
- (2) dismissal through no fault or delinquency attributable solely to said employee; or
- (3) injury while in the employment of the Commonwealth in the line of duty.

H. Notification of absences under this Article must be given to the designated representative of the Appointing Authority as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the appointing authority, be applied to absence without pay.

Where the Appointing Authority has reason to believe that sick leave is being abused, the Appointing Authority may require the submission of satisfactory medical evidence. Failure to produce such evidence within seven days of its request may result, at the discretion of the appointing authority, in denial of sick leave for the period of absence.

I. No employee shall be entitled to leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee.

J. Employees whose service with the Commonwealth is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits.

K. Effective January 1, 1980, employees whose service with the Commonwealth is terminated shall not be entitled to any compensation in lieu of accumulated

sick leave credits. (Employees who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefit.)

- L. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

Section 2. Paid Personal Leave

- A. On each July 1, full-time employees on the payroll as of that date will be credited annually with three paid personal leave days which may be taken during the following twelve months at a time or times requested by the employee and approved by his or her appointing authority. Full-time employees hired or promoted into the bargaining unit after July 1 of each year will be credited with personal leave days in accordance with the following schedule:

<u>Date of Hire Promotion Into Unit</u>	<u>Personal Leave Days Credited</u>
July 1 - September 30	3 paid leave days
October 1 - December 31	2 paid leave days
January 1 - March 31	1 paid leave day
April 1 - June 30	0 paid leave days
Any paid personal leave not taken by any June 30	

will be forfeited by the employee. Personal leave may be available in units of two hours and may be used in conjunction with vacation leave.

- B. Nothing in this section shall be construed as giving more than three (3) days personal leave in a given fiscal year. Any employee who has used one or more days leave while employed in state service shall have such time deducted from the formula contained herein.

Section 3. Bereavement Leave

Upon evidence satisfactory to the Appointing Authority of the death of a spouse, child, parent, brother, sister, grandparent, grandchild, or parent of spouse, or person living in the household of an employee shall be entitled to leave without loss of pay for a maximum of four calendar days.

Section 4. Voting Leave

An employee whose hours of work preclude him/her from voting in a town, city, state, or national election shall upon application be granted a voting leave with pay, not to exceed two hours, for the sole purpose of voting in the election.

Section 5. Civic Duty Leave

- A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employee.
- B. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:

(1) retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or

(2) remit to the Appointing Authority the jury fees if less than his/her regular rate of compensation for the period involved.

C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms, or incidentals.

D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the federal government shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the federal government or any private employer who is summoned on a matter arising from the employment.

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.

- F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.
- G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

Section 6. Military Leave

- A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of c. 33 of the General Laws, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.
- B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen days as a member of a reserve component of the armed forces of the United States, to receive pay therefor without loss of his ordinary remuneration as an employee under section, 59 of c. 33 General Laws as amended.
- C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as

amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

- D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does service or was or shall be rejected for such service shall except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two years from the termination of said military or naval service by him/her.

Section 7. Child Birth and Maternity Leave

- A. A full-time employee who has been employed for at least three consecutive months, who is absent from her employment with the Commonwealth for a period not exceeding eight weeks for the purpose of giving birth, and who has given notice of her intention to return, shall be granted a maternity leave without pay if her request for such leave is made to the Appointing Authority at least two weeks in advance of the anticipated date of departure. If an employee has

accrued sick leave or vacation credits at the commencement of her maternity leave, she may use such leave credits for which she may be eligible under the sick leave or vacation provisions of the Article. The Appointing Authority may, in its discretion, assign an employee to backfill for an employee who is on maternity leave. Such assignment may not be subject to the grievance procedure.

B. At the expiration of the maternity leave, the employee will be restored to her previous position or similar position with the same status, pay, and length of service credit as of the date of her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department. If such leave is to exceed eight (8) weeks, such extension must be substantiated by a doctor's certificate.

C. Upon written application to the appointing authority, including a statement of any reasons, any employee who has been employed at least three (3) consecutive months, who has given a two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted parental or shall be granted adoptive leave for

a period not exceeding eight (8) weeks. Such leave shall be without pay or benefits for such period. The Appointing Authority may, in his/her discretion, assign an employee to backfill for an employee who is on maternity or parental/adoptive leave. Such assignment may not be subject to the grievance procedure.

- D. Notwithstanding any other provision of this Agreement to the contrary, the maternity leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave. The period of any unpaid maternity leave shall not be included in any computation of such benefits, rights, or advantages.

Section 8. Education Leave

Employees may be granted a paid leave of absence in accordance with the policies of the Employer for educational purposes, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave.

Section 9.

For the purposes of ARTICLE 8, LEAVE, ARTICLE 9, VACATIONS, and ARTICLE 10, HOLIDAYS, the term "day" in respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half or eight hour workday shall mean seven and one-half or eight hours, whichever is appropriate.

ARTICLE 9

VACATIONS

Section 1.

The vacation year shall be the period from July 1st to June 30th, inclusive.

Section 2.

Vacation leave with pay shall be credited to full-time employees employed by the Commonwealth on June 30th based on work performed during the preceding twelve months as follows:

<u>Length of continuous full-time creditable service for the employee as of June 30</u>	<u>Vacation Credit Accrued</u>
less than one year	one day for each calendar month of service, but not exceeding ten days.
one year, but less than four and one-half	two weeks
four and one-half years, but less than nine and one-half	three weeks
nine and one-half years or more	four weeks

Vacation leave with pay shall be credited to full-time employees employed by the Commonwealth on June 30th based on work performed during the preceding twelve months as follows:

Nineteen and one-half years or more - five weeks

Vacation if so requested by the employee will begin at the the expiration of his/her day off.

B. For determining vacation status under this Article, "creditable service" only shall be used.

All service beginning on the first working day in the state agency where rendered, and all service thereafter becomes "creditable service" provided there has not been any break of three years or more in such service as referred to in Section 12 of this Article. In computing an employee's vacation status all "creditable service" from the first working day in the state agency where rendered and ending on June 30 shall constitute the "creditable service" which shall be used to establish "vacation status" for the vacation year immediately following said June 30th.

Section 3.

A full-time employee on leave without pay and/or absent without pay for twenty or more cumulative days in any vacation year shall have his/her vacation leave earned that year reduced by the percent determined by dividing the days without pay by the scheduled work days in the vacation year. In addition, any such leave or absence without pay for twenty or more cumulative days in any vacation year shall result in the permanent loss of one year of continuous service for the purpose of vacation credit, unless such leave or absence is attributable to one of the following reasons:

Serious illness requiring hospitalization for all or a portion of the period of absence

Industrial Accident

Maternity Leave

PARENTAL LEAVE

ADOPTIVE LEAVE

Military Leave

Educational Leave

Section 4.

Vacation leave earned during any vacation year shall be credited on the last day of the fiscal year and shall be available during the next vacation year.

Section 5.

An employee who is reinstated or reemployed after less than three years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

Section 6.

The appointing authourity shall grant vacation leave in the vacation year in which it becomes available, unless in his/her opinion it is impossible or impracticable to do so because of work schedules or emergencies. In cases where the vacation requests by employees in the same title conflict, preference, subject to the operational needs of the department/agency, shall be given to employees on the basis of date of original appointment as a permanent Metropolitan District Police Officer. Vacation shall be selected by seniority.

The department head is charged with the responsibility of seeing that vacation is taken in the succeeding year in order that the employee does not lose vacation credits. Each employee shall receive annually on or before April 1, as of March 1, a preliminary statement of the available vacation credits from the local office. A central office statement shall be forthcoming to each work location by April 30 for dissemination to each employee.

In no event shall vacation leave credit be carried over for more than one succeeding vacation year.

Section 7.

Absences on account of sickness in excess of the authorized sick leave provided in this Agreement (or for personal reasons not provided for under said sick leave provisions), may be charged to vacation leave at the discretion of the Appointing Authority.

Section 8.

Charges to vacation leave credit may be allowed in units of one-half days. At least one day of vacation leave per year may be taken in increments of two hours.

Section 9.

Upon the death of an employee who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which was credited but not forfeited or used by the employee in the vacation years prior to the employee's death, and in addition, the vacation leave earned in the vacation year during which the employee died, up to the time of his/her separation from payroll, provided that no monetary or other allowance has already been made.

The Personnel Administrator may, upon request of the Appointing Authority of the deceased person, authorize the payment of such compensation in the following order of precedence:

First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system, and

Second: If there be no such designated beneficiary, to the estate of the deceased.

Section 10.

Employees who are eligible for vacation under these rules, whose services are terminated by layoff, by retirement, or by entrance into the armed services, shall be paid an amount equal to the vacation leave which was credited but not forfeited or used by the employee in the vacation years prior to such termination, and in addition, that portion of the vacation leave earned in the vacation year during which such termination occurred, up to the time of separation; provided that no monetary or other allowance has already been made therefor.

Section 11.

Employees who are eligible for vacation under this Agreement, whose services terminated other than as provided in Sections 9 and 10, shall be paid an amount equal to the vacation allowance earned in the vacation year prior to such termination which had not been used; provided that no monetary or other allowance has already been made therefor.

Section 12.

Employees who are reinstated or who are reemployed shall be entitled to their vacation status at the termination of their previous service and allowed such proportion of their vacation under Section 2 as their actual service for the same vacation year, after reinstatement or reemployment, bears to a complete vacation year. No credit for previous service may be allowed where reinstatement occurs after absence of three years unless approval of the Personnel Administrator is secured for any of the following reasons:

- A. Illness of the employee.
- B. Dismissal through no fault or delinquency attributable solely to the employee.
- C. Injury while in the service of the Commonwealth in line of his/her duties and for which the employee would be entitled to receive line of duty benefits.

Section 13.

Any employee who resigned or was granted a leave of absence to enter service in the armed forces of the United States, under the provisions of Chapter 708 Acts of 1941 as amended and who, upon honorable discharge from such service in said armed forces, has returned or returns to the service of the Commonwealth, shall be paid an amount equal to the vacation allowance as earned in the vacation year prior to his/her entry into such service in said armed forces which had not been granted prior to military leave and, in addition that portion of the vacation allowance earned in the vacation year during which he/she

entered such service, up to the time of military leave; provided, that no monetary or other allowance has already been made therefor.

Section 14.

Employees who are reinstated after military leave as referred to in Section 13 may be granted one full year's vacation allowance for the year in which they returned or return; provided, that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. If an insufficient period of time remains in that vacation year to permit the granting of a full allowance, the entire period remaining may be used. Neither the above usage, nor absence due to military leave shall, in any way, affect vacation credits earned by such employees in the vacation year in which they return from military service.

Section 15.

Vacation credits shall accrue to an employee while on a leave with pay status.

Section 16.

Vacation leave earned following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

Section 17.

If an employee is on line of duty leave and has available vacation credits which have not been used and who, because of the provisions of Section 6 of the Article would lose such vacation credits, the Appointing Authority of such employee

shall convert such vacation credits to sick leave credits June 30th of each year in which such vacation credits would be lost if not taken.

ARTICLE 10

HOLIDAYS

Section 1.

The following days shall be holidays for employees:

New Year's Day

Martin Luther King Day

Washington's Birthday

*Evacuation Day

Patriot's Day

Memorial Day

*Bunker Hill Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

*only in Suffolk County

Section 2.

All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the Employer.

Section 3.

When a holiday occurs on the regular scheduled workday of an employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

Section 4.

When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five or more days, he/she shall receive pay for the holiday at his/her regular rate of pay.

Section 5.

An employee required to work on a holiday shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for the holiday worked.

Section 6.

An employee who is on leave without pay or is absent without pay for any part of his/her scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay for that holiday.

Section 7.

An employee who is granted sick leave for a holiday on which he/she is scheduled to work shall not receive holiday pay for that holiday.

Section 8.

An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such holiday shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for work on the Suffolk County holiday.

Additionally, an employee who is not scheduled to work on the Suffolk County holiday, if the employee's usual workweek is five or more days, shall be entitled to pay for one day at his/her regular rate of pay.

Section 9.

The terms of this Article relating to holiday pay (in lieu of the option of the Employer to grant compensatory leave) shall become effective on the date of execution of this Agreement.

ARTICLE 11

EMPLOYEE EXPENSES

Section 1.

- A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed at the rate of twenty two cents per mile. This rate of reimbursement is intended to cover the costs of garages, parking, tolls and charges.
- B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment whichever is less.

- C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With approval of the Personnel Administrator an employee's home may be designated as his/her regular office by his/her Appointing Authority for the purpose of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

Section 2.

- A. An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, including tips, not to exceed the following amounts:

<u>Meals</u>	<u>Maximum Allowance</u>	<u>Applicable Period</u>
Breakfast	\$2.50	3:01 to 9:00 A.M.
Lunch	\$4.00	9:01 to 3:00 P.M.
Supper	\$7.00	3:01 to 9:00 P.M.

- B. On the first day of assignment to duty in excess of twenty-four hours employees shall not be reimbursed for breakfast if such assignment commences after six A.M., for lunch if such assignment commences after twelve noon or for supper if such assignment commences after ten P.M.
- C. On the last day of assignment to duty in excess of twenty-four hours employees shall not be reimbursed for

breakfast if such assignment ends before six A.M., for lunch if such assignment ends before noon or for supper if such assignment ends before six P.M.

- D. For travel of less than twenty-four hours commencing two hours or more before compensated time employees shall be entitled to the above breakfast allowance. For travel of less than twenty-four hours ending two hours or more after compensated time employees shall be entitled to the above supper allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty-four hours.

Section 3.

Employees who work three or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment or employees who work three or more hours, exclusive of meal times, on a day other than their regular work day shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

Breakfast	\$2.00	3:01 A.M. to 9:00 A.M.
Lunch	\$3.00	9:01 A.M. to 3:00 P.M.
Dinner	\$5.00	3:01 P.M. to 9:00 P.M.
Midnight Snack	\$2.00	9:01 P.M. to 3:00 A.M.

ARTICLE 12

SALARY RATES

Section 1.

- A. Effective July 2, 1989, there shall be a five (5) percent increase in salary for employees as shown in (Appendix A-2)
- B. An Employee shall continue to advance under the terms of the Agreement to the next higher salary step in his/her job group, unless he/she is denied such step-rate increase by his/her Appointing Authority, after each fifty-two weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her assignment to that job group until the maximum salary rate, step five, is reached. In the event an employee is denied a step-rate increase he/she shall be given a written statement of the reasons therefor not later than five (5) days preceding the date when the increase would otherwise have taken affect. Time off the payroll is not creditable service for the purpose of step-rate increases.
- C. Whenever an employee receives a promotion to a position in a higher job group, the employee's new salary rate shall be the next higher rate in existence at the time of the promotion in the higher job group. If, however, said salary rate would result in a salary increase for the employee which is less than the

difference between rates in the higher job group, the employee shall receive the next higher salary rate in the higher job group, provided that a police officer in Job Group 16 promoted to sergeant shall be placed at step 4 of Job Group 18 and a sergeant promoted to lieutenant shall be placed at step 4 of Job Group 20.

Section 2.

- A. The salary rates of full-time employees are set forth in Appendix A of this Agreement which is attached hereto and hereby made a part of this Agreement.
- B. The salary rates set forth in Appendix A shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Agreement.
- C. Employees shall be compensated on the basis of the salary rate for their official job classification.

Section 3. Supplemental Duty

Effective with the signing of the Agreement an employee who provides underwater recovery services or bomb technician services not described in his/her official job specification shall receive five dollars and seventy-five cents (\$5.75) per hour in addition to his/her regular rate while in the actual performance of such service.

Section 4.

Effective June 30, 1985, the following secondary rated positions shall call for a wage rate one Job Group higher than

the normal Job Group of the employee holding such Secondary
Rated Position:

Detective Sergeant

Detective Lieutenant

Detective Patrolman

Dispatcher

Photographer and Finger Print Specialist

Sergeant Instructor

Patrolman Radio Technician

Patrolman Head Clerk

Skyway Patrol Officer

Public Information Officer

Prosecuting Officers

Academy Instructor

District Clerks

Mounted Patrol Officer

Motorcycle Officer

Boat Officer

Stress Officer

K-9 Officer

Evidence Officer

Fatal Officer

Section 5.

Effective December 28, 1986 the following positions shall
call for a wage rate one job group higher than the normal job
group of the employee holding such Secondary Rated Position:

Hazardous Material Environmental Enforcement Officer

All Sergeants and Lieutenants in secondary rated positions and not listed in Section 4.

Warrant Clerk

Warrant Officer

*Undercover Officer

*An undercover officer is a patrolman who has been temporarily assigned to duties in an "undercover" capacity, including patrolmen assigned to the district attorneys' offices. Such assignment is not subject to the bid procedure contained in Article 14.

Section 6.

No retired, deceased or laidoff person shall be denied any benefits otherwise due under the provisions of this Article because of the delay in reaching the Agreement beyond its effective date of July 1, 1985.

ARTICLE 13

GROUP HEALTH INSURANCE CONTRIBUTIONS

The Commonwealth shall pay ninety percent of the monthly premium rate for the Group Health Insurance Plan and each employee covered shall pay ten percent of this premium rate for the type of coverage that is provided for him/her and his/her dependents under the plan.

ARTICLE 13A

TUITION REMISSION

Section 1.

Full-time employees shall be eligible for tuition remission as follows:

- A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College or State University excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply.
- B. For enrollment in any non-state supported course or program offered through continuing education at any Community College, State College or State University, fifty percent (50%) tuition remission shall apply.
- C. Remission benefit is subject to space available and usual and ordinary admission policies and also subject to the approval of the Board of Regents of Higher Education and the policies and procedures of same.
- D. Grievances involving the interpretation or application of the provisions of this Article may be processed through Step IV of the grievance procedure set forth in Article 23 but may not be the subject of arbitration.

ARTICLE 13B

HEALTH AND WELFARE

Section 1. Creation of Trust Agreement

The parties agree to establish a Health and Welfare Fund under an Agreement and Declaration of Trust to be drafted by the Employer and executed by the Union and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") shall provide for a Board of Trustees composed of an equal number of representatives of the Employer and the Union, and shall be executed prior to February 1, 1987.

The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

Section 2. Funding

Effective June 30, 1985, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of two dollars per calendar week.

Effective June 29, 1986, the Employer agrees to contribute an additional two dollars per calendar week per full-time employee, for a total of four dollars per week per full-time employee equivalent.

Effective June 28, 1987, the Employer agrees to contribute an additional two dollars per calendar week per full-time employee for a total of six dollars per week per full-time employee.

The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

Section 3. Non-grievable

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining agreement between the Employer and the Union.

Section 4. Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with any responsibility connected with the determination of liability to any employee claiming any benefit from the Health and Welfare Fund. The Employer's liability with respect to this Article shall be limited solely to its obligation to make the contributions indicated in Section 2, above.

ARTICLE 14

SHIFT AND DISTRICT ASSIGNMENTS

Section 1. Seniority

Any provision relative to seniority, disposition of which is not provided for in any law or statute of the Commonwealth or the rules and regulations of the Personnel Administrator shall be in accordance with the following provisions.

Section 2. Shift, Group Platoon Assignments

The length of service from the date of original appointment as a permanent Metropolitan District Police Officer shall determine the seniority of the employee as it applies to shift, group and platoon district assignments. The Employer may transfer personnel from one day-off group to another in accordance with the seniority provisions of this Agreement. Employees who desire reassignment to a different shift or group or platoon within their district shall file an application with their District Commander. Such applications will be referred to whenever an assignment is to be made from one shift, group or platoon, to another shift, group or platoon for the purpose of filling a vacancy or opening. Such assignment will be given to the senior employee applying if he is able to meet the normal average requirement of the new assignment. If he is denied the assignment, he shall be given the reasons for such denial in writing within fourteen (14) days.

If there are no applicants, it is understood that the MDC District Commander will assign the junior employee if the vacancy or opening is not to be filled by an employee from another district.

Section 3. District Assignments

Employees who desire reassignment to a different district shall file an application with their District Commander. These applications will be forwarded to headquarters and must be on file a minimum of thirty (30) days prior to the effective date of such reassignment. Request for district reassignment in each individual district will be referred to whenever an assignment is to be made from one district to another for the purpose of filling vacancies or openings.

Such assignments will be given to the senior employee within the district from which the reassignment is being made if he/she is able to meet the normal average requirements of the new assignment. If he/she is denied the assignment, he/she shall be given the reasons for such denial in writing within fourteen (14) days. If there are no applicants, the Employer will assign the junior employees to fill vacancies or openings. Specialist personnel will be exempt from this procedure.

It is understood that should an employee's application for reassignment be denied, the employee may appeal the decision through the grievance procedure to Step IV. This appeal applies only to this section of the Seniority Article.

In case of an emergency or unusual situation, the Employer may make assignments between shifts and districts, regardless of seniority, when in his judgment the situation warrants such action. Such assignments will remain in force for the duration of the emergency or unusual situation. At the termination of the emergency or unusual situation, the employee will be returned to his original assignment.

It is agreed that an employee who has a request for transfer to another district granted shall not be eligible to submit another transfer request for six (6) months from the effective date of the previously approved transfer.

Section 4.

Whenever a vacancy or job opening occurs in any specialist position, said vacancy or opening will be posted together with the job description. Any interested employee may file an application for consideration within seven (7) calendar days thereof. All positions subject to this procedure will be bid on a department wide basis, except for district clerk, selective enforcement clerk and district prosecutor which will be bid within the district.

The Employer will select from the seniority list of applicants one of three (senior applicants) who in his judgment is the best qualified, and the selected applicant must serve a minimum of one (1) year in the new assignment before he may request a transfer or reassignment and a ninety (90) day notice of intent to leave such position must be given to the Employer. The requirement for the ninety (90) day notice of intent may be waived by agreement of the parties. The two other senior applicants not selected for any bid position shall be given, if he or she so requests, reasons in writing within 14 days why he or she was not selected.

If no applicant meets the qualifications, the senior applicant willing to accept will be given a trial and training period of forty-five (45) days. If at the end of the trial

period, in the judgment of the Employer, the selected employee does not prove satisfactory, he/she shall be returned to his/her previous assignment.

If no employee applies for the position, the Employer will assign the position to the officer with the least seniority, unless the least senior officer does not meet the qualifications, in which event, the Employer will fill the position, at his/her own discretion. No officer may hold more than one (1) specialist position at a time, excluding bomb or underwater recovery.

Section 5.

The following shall be considered specialist positions:

- Detective Sergeant
- Detective Lieutenant
- Detective Patrolman
- Dispatcher
- Photograph and Finger Print Specialist
- Sergeant Instructor
- Patrolman Radio Technician
- Patrolman Head Clerk
- Skyway Patrol Officer
- Public Information Officer
- Prosecuting Officer
- Academy Instructor
- District Clerks
- Mounted Patrol Officer
- Motorcycle Officer

Boat Officer

Stress Officer

K-9 Officer

Evidence Officer

Fatal Officer

Hazardous Material Environmental Enforcement Officer

Warrant Clerk

Warrant Officer

All Sergeants and Lieutenants who supervise secondary rated positions.

Section 6.

Involuntary transfers may be made in accordance with departmental needs for the good of the department. However, involuntary transfers will not be made for the purpose of harassing employees. Except in an emergency or other unusual circumstances, the Employer shall provide an employee five days notice before change of shift.

Section 7.

The parties agree to establish a committee to consider and make recommendations concerning the staffing of the dispatcher position.

ARTICLE 15

CONTRACTING OUT

Section 1.

When the department/agency contracts out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the

Employer and the Union shall discuss the availability of similar positions within the department/agency, the availability of positions within the department/agency for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available, comparable positions.

ARTICLE 16

OUT OF TITLE WORK

Section 1. Work in a Lower Classification

While an employee is performing the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she shall be compensated at his/her regular rate of pay as if performing his/her regular duties.

Section 2. Work in a Higher Classification

Any employee who is assigned by his/her Appointing Authority to a vacant position in a higher grade for a period of more than thirty days shall receive the salary rate for the higher position from the first day of the appointment, provided such appointment is made pursuant to civil service law when applicable.

ARTICLE 17

CLASSIFICATION AND RE-CLASSIFICATION

Section 1. Class Specifications

The Employer shall provide the Union with a copy of the class specification of each title covered by this Agreement for which such a specification exists.

Section 2.

Each employee in the bargaining unit shall be permitted by the Employer to have access to examine his/her class specification.

Section 3. Individual Appeal of Classification

Individual employees shall continue to have the same right to appeal the propriety of the classification of his/her position through the Personnel Administration or the civil service system which the individual employee enjoyed on June 30, 1976, and such appeal may not be the subject of a grievance or arbitration under ARTICLE 23A herein.

ARTICLE 17A

IMPLEMENTATION OF CLASSIFICATION STUDY

Section 1.

In consultation with the Office of Employee Relations and the Union, the Department of Personnel Administration shall determine:

- A. Job titles
- B. Job specifications, and
- C. The relationship of one classification to the other.

Section 2.

Effective September 28, 1985, all employees in Unit 5B shall be assigned one pay grade higher step to step from their present pay grade. The anniversary date of all such employees shall remain the same.

Section 3.

Effective September 28, 1985, the classification plan as detailed in the job specifications developed by the Department of Personnel Administration for all Unit 5B titles shall be implemented.

Section 4.

Employees who question the propriety of their job classification shall follow the procedures outlined in Article 17.

Section 5.

This Article shall not be subject to the grievance or arbitration process as detailed in ARTICLE 23A.

ARTICLE 18

TRAINING COMMITTEE

Section 1.

There shall be established a Training Committee consisting of no more than three persons designated by the Employer and three persons designated by the Union. The purpose of the Committee is to discuss the feasibility of establishing training program proposals or the feasibility of the improvement of existing programs.

The Employer shall provide a fund of \$25 per full-time employee equivalent on June 30, 1985 and add \$25 per full-time employee equivalent on June 29, 1986 and an additional \$25 per full-time equivalent on June 28, 1987 to implement the program of the training committee.

ARTICLE 19

SAFETY COMMITTEE

Section 1.

A safety committee shall be established consisting of three members designated by the Union and three members designated by the Employer. This committee shall meet once during each period of three months. Its function shall be to review reports of accidents and injuries of employees and to recommend appropriate action to correct unsafe conditions and unsafe acts and practices. An annual report shall be prepared by the committee indicating the number and nature of disabling work injuries suffered by employees and summarizing corrective actions taken to prevent future injuries.

ARTICLE 20

EMPLOYEE LIABILITY

Section 1.

A joint Labor/Management Committee on employee liability shall be established to prepare recommendations for legislation to the next session of the General Court, concerning the protection of employees against liability arising out of their employment.

ARTICLE 21

INJURED LEAVE

Section 1.

Whenever an employee is temporarily incapacitated from duty because of injuries suffered through no fault of his own, while in the actual performance of his duties, he shall be entitled to leave with full pay. An employee shall be entitled to examination and treatment by a physician of his or her own choosing. The Employer may at any time require the employee to be examined by any physician it chooses, at the Employer's expense. If the employee's physician and the Employer's physician disagree as to an employee's fitness to return to duty, a physician shall be jointly selected by them from a panel of physicians established or suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts, in which event such physician, at the Employer's expense, shall so examine the employee and render his opinion, that will be binding on both the employee and Employer. In no event will this section of this Article be subject to arbitration. The Employer reserves the right to withhold benefit payments or take disciplinary action against any employee who is found to have submitted a false claim for benefits covered in this section or for working for another employer while receiving said benefits.

ARTICLE 22

UNION/MANAGEMENT COMMITTEE

Section 1.

There shall be a union/management committee which shall consist of three representatives designated by the Union and

three representatives designated by the Employer. The Committee shall meet twice each year or more frequently by mutual agreement. The purpose of this committee is to provide a means for continuing communication between the parties and for promoting a climate of constructive employee relations. The topics discussed by the committee shall relate to the general application of this Agreement and to other matters of mutual concern including improvement of employee/employer relations and improvement of productivity.

The meetings of the committee shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject. The party requesting the meeting shall at the time of such request provide a written agenda of the subjects to be discussed.

ARTICLE 23

ARBITRATION OF DISCIPLINARY ACTION

Section 1.

No employee who has been employed in the Bargaining Unit described in Article 1 of this Agreement for the twelve (12) month probationary period or for twelve (12) consecutive months, if there is no probationary period, shall be discharged, suspended, or demoted for disciplinary reasons without just cause. An employee who severs his/her employment with the Commonwealth must serve an additional probationary period upon reemployment whether in the same or a different job title.

Section 2.

In the event that an employee is not given a departmental hearing prior to the imposition of discipline or discharge, then a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to his/her agency head within five (5) working days of the date such action was taken. The grievance shall be treated as a Step III grievance and Article 23A - Grievance Procedure shall apply.

Section 3.

In the event that an employee is given a departmental hearing prior to the imposition of discipline or discharge, a grievance alleging a violation of Section 1 of the Article shall be submitted in writing by the aggrieved employee to OER within five (5) working days of the date such action was taken. The grievance shall be treated as a Step IV grievance and ARTICLE 23A - Grievance Procedure shall apply.

Section 4.

As a condition precedent to submitting a grievance alleging a violation of Section 1, pursuant to Article 23A - Grievance Procedure, the Union and the employee involved shall sign and give to the Employer, on a form prepared by the Employer, a waiver of any and all rights to appeal the disciplinary action to any other forum including the Civil Service Commission. The waiver shall include a declaration that no other disciplinary review has been commenced.

Section 5.

Should the Union submit a grievance alleging a violation of Section 1 to arbitration pursuant to ARTICLE 23A, the arbitration shall be conducted on an expedited basis.

An employee and/or the Union shall not have the right to grieve, pursuant to Article 23 or 23A, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, slowdown, or withholding of services unless the Union alleges that the employee did not engage in such conduct.

Section 6. Disciplinary Action

The Employer shall not require employees to submit to fingerprint or polygraph tests for alleged infractions of administrative rules and regulations, except where alleged infractions may also constitute a criminal violation.

ARTICLE 23A

GRIEVANCE PROCEDURE

Section 1.

The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this collective agreement.

Section 2.

The grievance procedure shall be as follows:

Step I An employee and/or the Union shall submit a grievance in writing to the person designated by the agency head for such purpose not later than twenty-one calendar days after the date on which

the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. The person so designated by the agency head shall reply in writing by the end of seven calendar days following the date of submission.

Step II In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing to the person designated by the agency head for such purpose within seven calendar days of the receipt of the Step I decision.

The person designated to receive the appeal at this Step shall meet with the employee and/or the Union for review of the grievance and shall issue a written reply to the employee and/or the Union by the end of the fourteen calendar days following the day on which the appeal was filed. Should the agency head determine that Step II is not appropriate for his agency, Step I appeals in such agency shall be presented directly at Step III.

Step III In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step II, or where applicable at Step I, the appeal must be presented in writing to the agency head for such purpose within ten calendar days following the

receipt of the Step II decision (or where applicable Step I decision). The agency head or his designee shall meet with the employee and/or the Union for review of the grievance and shall issue a written reply to the employee and/or the Union by the end of the fourteen calendar days following the day on which the appeal was filed.

Step IV In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step III, the appeal must be presented to OER within seven calendar days of the receipt of the unsatisfactory decision. OER shall issue a written reply by the end of the twenty-one calendar days following the day on which the appeal was filed or if a conference is held by the end of the fourteen working days following the close of the conference; every effort will be made to hold such conference within fourteen working days following the filing of the appeal.

Step V Grievances unresolved at Step IV may be brought to arbitration solely by the Union by filing with the Director of the Office of Employee Relations withing fourteen calendar days of the receipt of the Step IV decision a completed Request for Arbitration form. In the event the parties are unable to agree upon the arbitrator, the Union may submit the request to the American Arbitration Association pursuant to their rules.

Section 3.

The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with Massachusetts General Laws Chapter 150C.

Section 4.

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding shall be divided equally between the Union and OER. Each party shall bear the cost of preparing and presenting its own case.

Section 5.

If a decision satisfactory to the Union at any level of the grievance procedure other than Step V is not implemented within a reasonable time, the Union may reinstitute the original grievance at the next step of the grievance procedure. A resolution of a grievance at either Step I, II or III shall not constitute a precedent.

Section 6.

If the Employer exceeds any time limit prescribed at any Step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step V. However, no deadline shall be binding on the grievant and/or the Union until a required response is given.

Section 7.

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing.

Section 8.

Each department/agency head, shall designate a person(s) to whom grievances may be submitted at Step I and/or Step II.

Section 9.

A Union representative or steward, whichever is appropriate, shall be notified of grievances filed by an employee on his own behalf and shall have the opportunity to be present at grievance meetings between the employee and the Employer held in accordance with the grievance procedure.

ARTICLE 24

EMPLOYEE PERSONNEL RECORDS

Section 1.

The members of the bargaining unit shall be entitled to inspect their official personnel file at any reasonable time. The names, addresses, telephone numbers, and automobile registration numbers of the bargaining unit members shall be confidential and not released by the Employer or any of its agents without the written consent of the bargaining unit member unless applicable law requires otherwise. The official personnel file shall be maintained by the Employer at Headquarters and shall be the exclusive file used in the event of disciplinary action against the employee.

Section 2.

In the event a written complaint of misconduct by an employee is received by the Employer from a citizen, the employee may request that the complaint be filed in affidavit form, if the investigation of the complaint may subject the employee to disciplinary action. The request to the complaintant shall be placed in the file with a notation if he or she refuses to submit an affidavit.

Section 3. Performance Evaluation

- A. In accordance with the provisions of Chapter 767 of the Acts of 1981, there shall be established a Performance Evaluation System for all employees covered by this Agreement.
- B. Said system shall permit variations in format within and between various departments and agencies. However, any format must meet the following criteria (subject to formal promulgation under G.L. c. 31, 34 and 6A):
 - 1. All employee evaluations shall be in writing and shall be included in the employee's official personnel file.
 - 2. Evaluations shall be completed by the employee's immediate supervisor and be approved by a supervisor of higher grade designated by the Appointing Authority (except in cases of potential conflict of interest or other legitimate reasoning).

3. Formal evaluations shall be completed at least once per year for each employee but not more than twice per year.
4. Prior to each evaluation period the supervisor shall meet with the employee and shall inform the employee of the general performance dimensions and procedures to be utilized in evaluating the employee's performance.
5. The performance dimensions shall be as objective and job-related as practicable.
6. At least once during the evaluation period, at or near its mid-point, the employee's supervisor shall meet with the employee to review the employee's progress.
7. At or near the end of the evaluation period, the supervisor shall meet with the employee and inform the employee of the results of the evaluation. The employee shall sign the evaluation and indicate whether he/she agrees or disagrees with the content thereof.
8. Following the employee's review and signature, the form shall be submitted to the higher level supervisor for final determination of ratings. The employee shall be given a copy of the completed form and shall have the right to file a written rebuttal which shall be affixed to the form.

C. There shall be established within the department a labor/management committee consisting of not more than four representatives of each party which shall meet at reasonable times to discuss any problems or issues surrounding the implementation of the Performance Evaluation System.

The Office of Employee Relations and the Union shall negotiate an appeal procedure and the effect that performance evaluation shall have on promotions and Article 14, Section 4.

ARTICLE 25

MANAGERIAL RIGHTS/PRODUCTIVITY

Section 1.

Except as otherwise limited by an express provision of this Agreement, the Employer shall have the right to exercise complete control and discretion over its organization and technology including but not limited to the determination of the standards of services to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or

for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section 2.

Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

Section 3.

It is acknowledged that during the negotiations, which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of the Agreement, this Agreement shall constitute the total agreement between the parties and the Union agrees that the Employer shall not be obligated to any additional collective bargaining.

Section 4.

Any prior agreement covering employees in these bargaining units shall be terminated upon the effective date of the Agreement and shall be superseded by the Agreement.

ARTICLE 26

COURT TIME

Section 1.

An employee on duty at night or on vacation, furlough or on a day off, who attends as a witness for the Commonwealth or in

any other capacity in the performance of his duties in a criminal case pending in a District Court including the Municiple Court of the City of Boston or any Juvenile Court or the Superior Court may be compensated at a time and one-half rate for all appearances as set out above.

It is agreed that Metropolitan District Commission Police, Superior Officers and Patrolmen will be compensated for a four-hour minimum at a time and one-half rate and time and one-half thereafter if they are recalled to appear in Court as set out above.

It is agreed that all such appearances are at the direction and control of the Department Head and employees need not attend said appearance unless so directed. It is further agreed that employees regularly scheduled to work may not on their own vary that regular schedule in order to be compensated for court time.

Overtime compensation shall be in lieu of the witness fee to which he/she would otherwise be entitled under G.L. c. 262, Section 53.

Effective July 1, 1987, when an officer, who is otherwise entitled to court time pay under Article 26, has more than one court appearance during a single day, he/she will receive the greater of the following:

1. A four hour minimum at a pay rate of time and one half;
or
2. The number of hours at a pay rate of time and one half from the reporting time for the first court appearance until the release time after the second court

appearance. (For example), an officer with court appearances at 10:00 AM and 2:00 PM who finishes second court appearance at 3:00 PM will receive six (6) hours at a pay rate of time and one half).

ARTICLE 27

UNIFORMS

Section 1.

The Employer shall furnish at no cost uniforms for employees required to wear uniforms; shall replace those uniforms which in the opinion of the Employer are no longer usable; and, shall pay employees a cleaning allowance of \$10.00 per week. Effective June 29, 1986, employees shall be entitled to a cleaning allowance of \$15.00 per week.

Effective June 29, 1986, Plain Clothes Officers shall be given a clothing and cleaning allowance of seven hundred and fifty (\$750) dollars which shall be paid in two (2) payments of three hundred and seventy-five (\$375) dollars each from the appropriate account on or about December 31st and on or about June 30th of each year.

Effective June 29, 1986, for employees who are required to perform work in plain clothing for less than a full six (6) month period, the seven hundred and fifty (\$750) dollar clothing and cleaning allowance shall be prorated on a monthly basis (at the rate of 62.50 per month); provided, however, that no payment shall be made for any month in which the employee is on an assignment requiring plain clothing for a period of less than ten (10) work days.

ARTICLE 27A

ROLL CALL SUPERVISORY PAY

Due to the supervisory nature of Sergeants and Lieutenants, at the time of roll call and their having to report earlier for each shift to prepare for their supervisory duties, the following supervisory roll call pay shall be paid over and above the salary rates, effective June 29, 1986.

Sergeants - \$10.00 per week

Lieutenants - \$15.00 per week

Such pay shall be includable in base pay for the purposes of computing overtime, holiday pay, vacation pay, sick and injured leave and shall be considered as regular compensation for pension purposes to the extent allowed by law.

ARTICLE 27B

HEALTH MAINTENANCE ALLOWANCE

Effective June 28, 1987, the department shall implement a fitness testing initiative for all members of Unit 5B. The purpose of this initiative is to determine the level of fitness of employees in Unit 5B, and to encourage those employees who do not meet reasonable levels of fitness to improve their level of fitness.

On or before June 28, 1987, each employee shall be examined by a health care professional (e.g. RN, Physician's Assistant or MD) employed by the Superintendent who shall ascertain the height and weight of each employee. Any employee within the prrescribed height-weight standards set forth in the tables in the appendix shall receive as a health maintenance allowance the

sum of \$10.00 per week. Any employee not within the range set forth in the tables shall not receive the health maintenance allowance. The maximum weight depicted in these charts reflect maximum weights for the large frame. If the examining health care professional determines that an employee exceeds the maximum weight by reason of excessive muscularity, then the examiner shall determine that employee's composition or percentage of body fat by generally accepted procedures. If the body fat percentage is 12% or less, such employee shall be entitled to receive the health maintenance allowance.

Any employee who fails to qualify for the health maintenance allowance may request that he/she be re-examined, no earlier than six months after his/her initial examination, in order to determine his/her eligibility for the health maintenance allowance. Subsequent examinations can be requested at six month intervals.

The department shall notify all those who have so requested re-examination of the date, place and time for the re-examination.

Such pay shall be included in base pay for the purpose of computing overtime, holiday pay, vacation pay, sick and injured leave and shall be considered as regular compensation for retirement/pension purposes to the extent permitted by law.

ARTICLE 28

SHIFT DIFFERENTIAL

Effective June 29, 1986, an employee who is regularly scheduled to work on a night shift (any shift other than the day) shall receive, in addition to his regular weekly salary, an

hourly night shift differential in the amount of 62.5 cents. Night shift differential shall be included in base pay for the purposes of computing overtime, holiday pay, vacation pay, sick and injured leave pay, and pay for in-service training, and shall be considered as regular compensation for retirement/pension purposes to the extent permitted by law.

Effective June 28, 1987, the hourly night shift differential provided for in the foregoing paragraph shall be increased to 75 cents per hour.

ARTICLE 29

TRANSITIONAL CAREER AWARDS PROGRAM

Section 1.

An officer with ten (10) or more years of service shall receive ten (\$10) dollars per week as an incremental transitional career award. An officer with twenty (20) or more years of service shall receive fifteen (\$15) dollars per week as an incremental transitional career award. Those employees with thirty (30) or more years of service, shall receive twenty (\$20) dollars per week as an incremental transitional career award. Employees who will reach thirty (30) or more years of service during the duration of this Agreement shall receive twenty (\$20) dollars per week as an incremental transitional career award upon their anniversary date. He or she cannot receive both the educational incentive plan and the transitional career plan.

Payments made under the transitional career awards program shall be included in base pay for the purpose of computing overtime, court time, sick pay, holiday pay, vacation pay, and shall be considered regular compensation for pension and retirement purposes to the extent permitted by law.

In addition, no officer appointed on or after January 1, 1983 shall be eligible for payment under the Transitional Career Awards Program in this Section.

Section 2.

Effective June 28, 1987, an officer with five (5) or more years of service shall receive seven dollars and fifty cents (\$7.50) per week as an incremental transitional career award. An officer with ten or more years of service shall receive twelve dollars and fifty cents (\$12.50) per week as an incremental transitional career award. An officer with fifteen or more years of service shall receive fifteen dollars (\$15.00) per week as an incremental transitional career award. An officer with twenty or more years of service shall receive seventeen dollars and fifty cents (\$17.50) per week as an incremental transitional career award. An officer with twenty five or more years of service shall receive twenty dollars (\$20.00) per week as an incremental transitional career award. An officer with thirty or more years of service shall receive twenty five dollars (\$25.00) per week as an incremental transitional career award.

Payments made under the transitional career awards program shall be included in base pay for the purpose of computing overtime, court time, sick pay, holiday pay, vacation pay, and shall be considered regular compensation for pension and retirement purposes to the extent permitted by law.

ARTICLE 30

CAREER INCENTIVE PAY PROGRAM (QUINN BILL)

Upon the repeal or amendment of the Quinn Bill (Mass. G.L. Chapter 41, Section 108L) to eliminate or reduce the level of benefits, the employees who are receiving benefits under that program during the term of the proposed agreement shall continue to receive such benefits to the same extent that they were enjoying them at the time that the repeal or amendment occurred.

ARTICLE 31

NO STRIKES

Section 1.

Neither the Union nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown or withholding of services by employees.

Section 2.

The Union shall exert its best efforts to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

ARTICLE 32

SAVING CLAUSE

In the event that any article, section or portion of this agreement is found to be invalid or shall have the effect of loss to the Commonwealth of funds made available through federal law, rule and regulation, then such specific article, section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of the

Agreement shall continue in full force and effect. Disputes arising under this article shall be discussed with the Office of Employee Relations and may be submitted by the Union to expedited arbitration.

ARTICLE 33

POLICE DETAILS

Whereas the parties to the above collective bargaining agreement seek to clarify the understandings reached during negotiations regarding paid police details it is hereby understood as follows:

The following provisions shall govern the assignment of paying police details:

1. All assignments to paid work details shall be made by the station clerk who shall be responsible to the commanding officer of the District, for the equitable and fair distribution of such details, as far as possible.
2. The rate of pay effective May 14, 1990 shall be as follows:

Patrolman	\$26.00
Sergeants	\$28.00
Lieutenants	\$31.40
3. There shall be a minimum of four (4) hours work for each assignment.
4. A list containing a schedule of extra work details will be posted on the bulletin board weekly for the attention of all employees, together with an

adequate list of available officers, Sergeants and Lieutenants for each particular day in the event of additional detail requests or the inability of an assigned officer to report for his assigned detail. For purposes of detail assignment, any employee who refuses a paid detail will be recorded on a list containing the number of hours each officer has worked as a detail actually worked under the heading "detail refused" (DR) and will be noted in determining the equitable and fair distribution of extra work details. This list will be posted weekly on a cumulative basis. The list shall be returned to zero each October and April first.

5. Upon the arrival of an officer, Sergeant or Lieutenant to a new district, the average number of hours of all officers presently on the paid detail list will be made and assigned to the officer to maintain a fair and equitable system.
6. An initial rotating list based on seniority shall be used.
7. An employee may be removed from extra work details for sufficient and just cause.
8. Whenever a detail calls for four or more officers, a Sergeant or Lieutenant will be assigned as a supervisor and be paid time and one half of the maximum rate of their job group.

Whenever a Sergeant or Lieutenant accepts a non-supervisory detail they shall be paid in accordance with paragraph 2 and they shall not act in a supervisory capacity.

9. Whenever any work is performed on MDC Property where a public safety or security presence is required, Metropolitan Police Officers shall be given first choice of providing such services.
10. Assignments in excess of eight (8) continuous work hours on a paid work detail will be paid at the rate of time and one-half of the rate of pay established for a paid detail in paragraph 2 above.

ARTICLE 34

DRUG TESTING/SCREENING PROGRAM

Effective upon the signing date of this Agreement, an employee shall be subject to an immediate drug test if reasonable suspicion of drug use exists, as determined by his/her supervisor.

Such drug testing shall be administered by a qualified physician of the Department's choice. The initial method of testing shall be by a urinalysis test. If such test is positive, a second method of testing shall be immediately administered. All tests to be paid for by the Department.

Positive findings from both of the drug tests administered will result in the employee being relieved of duty with vacation and sick pay, pending completion of a departmental-approved drug rehabilitation program. Discipline up to and including termination may result if the employee refuses to participate in such program.

Upon returning to duty after successfully completing the drug rehabilitation program, the employee shall be subject to random drug screening for a period of two years. If such employee is again found to have used nonprescription drugs, he/she will be subject to termination.

In the event the Employer and the Union agree on the establishment of an annual physical program, the officers shall be subject to drug testing as part of that program.

ARTICLE 35

DURATION

This Agreement shall be for the three year period from July 1, 1988 to June 30, 1991, and the terms contained herein shall become effective on July 1, 1988 unless otherwise specified in this Agreement. Should a successor agreement not be executed by June 30, 1990, this Agreement shall remain in full force and effect until a successor agreement is executed or an impasse in negotiations is reached. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after April 1, 1990.

ARTICLE 36

APPROPRIATION BY THE GENERAL COURT

The cost items contained in this Agreement shall not become effective unless appropriations necessary to fully fund such cost items have been enacted by the General Court in accordance with M.G.L. c. 150E, Section 7 in which case the cost items shall be effective on the date provided in the Agreement.

The Employer shall make such a request to the General Court. If the General Court rejects the request to fund the Agreement, the cost items shall be returned to the parties for further bargaining.

SUPPLEMENTAL AGREEMENT
to the
AGREEMENT
between the
DIVISION OF EMPLOYEE RELATIONS
of the
COMMONWEALTH OF MASSACHUSETTS
and the
METROPOLITAN POLICE PATROLMEN'S UNION
covering
BARGAINING UNIT 5B

Whereas, the parties to the above collective bargaining Agreement seek to clarify the understanding reached during negotiations regarding ARTICLE 14 and ARTICLE 18, it is agreed as follows:

The provisions contained in ARTICLE 14 (Seniority, Transfers, Promotions, etc.) and ARTICLE 18 (Recall Procedures) shall not be construed to impede the implementation of affirmative action programs developed by departments/agencies in accordance with the goals set forth in ARTICLE 6 (Antidiscrimination and Affirmative Action).

SUPPLEMENTAL AGREEMENT
to the
AGREEMENT
between the
DIVISION OF EMPLOYEE RELATIONS
of the
COMMONWEALTH OF MASSACHUSETTS
and the
METROPOLITAN POLICE PATROLMEN'S UNION
covering
BARGAINING UNIT 5B

WHEREAS, the Commonwealth of Massachusetts ("Commonwealth") and the Metropolitan Police Patrolmen's Union and Affiliates, Local 55, a/w The International Brotherhood of Teamsters, Chauffeurs, Warehousemen Helpers of America ("Local 55") are parties to a collective bargaining agreement; and

WHEREAS, the Commonwealth and Local 55 have a dispute over the meaning and application of Article 26 ("Court Time") of that collective bargaining agreement in situations in which an officer of the Metropolitan District Commission Police is required to attend two court sessions in a single day; and

WHEREAS, the Commonwealth and Local 55 desire to amicably resolve this dispute.

IT IS AGREED AS FOLLOWS;

Effective July 1, 1987, when an officer, who is otherwise entitled to court time pay under Article 26, has more than one

court appearance during a single day, he/she will receive the greater of the following:

1. A four hour minimum at a pay rate of time and one half;
or
2. The number of hours at a pay rate of time and one half from the reporting time for the first court appearance until the release time after the second court appearance. (For example, an officer with court appearance at 10:00 AM and 2:00 PM who finishes second court appearance at 3:00 PM will receive six (6) hours at a pay rate of time and one half).

SUPPLEMENTAL AGREEMENT

to the

AGREEMENT

between the

DIVISION OF EMPLOYEE RELATIONS

of the

COMMONWEALTH OF MASSACHUSETTS

and the

METROPOLITAN POLICE PATROLMEN'S UNION

covering

BARGAINING UNIT 5B

WHEREAS, the Commonwealth of Massachusetts ("Commonwealth") and the Metropolitan Police Patrolman's Union and Affiliates, Local 55 ("Union") are parties to a collective bargaining agreement dated July 1, 1985 through June 30, 1988; and

WHEREAS, the Commonwealth and the Union have been and are engaged in collective bargaining negotiations relative to the terms of a successor agreement; and

WHEREAS, the Commonwealth and the Union, with the assistance of mediator Paul M. Connolly, have reached an understanding on the rates to be paid officers represented by the Union for so-called "paid details";

1. Effective as soon as possible, but in no event later than May 14, 1990, the straight-time rate of pay for details shall be as follows:

Patrolman	-	\$26.00 per hour
Sergeants	-	\$28.76 per hour
Lieutenants	-	\$31.40 per hour

2. These new rates shall remain in effect until the earlier of (a) the effective date of the collective bargaining agreement presently being negotiated by the Commonwealth and the Union or (b) the effective date of any other interim agreement the Commonwealth and the Union may negotiate relative to rates of pay for details.

As a result of negotiations between the Commissioner of Administration and Finance, represented by the Office of Employee Relations, and the Metropolitan Police Association agree that:

The following amendments are made to the Collective Bargaining Agreement covering the period July 1, 1988 to June 30, 1990.

Article 12

Section 1

Effective July 2, 1989 there shall be a five (5) percent increase in salary for employees as shown in Appendix A.

Article 12A

Inservice Recognition

The parties agree that there is no outstanding obligation for monies not previously disbursed for in-service or merit recognition bonuses under any prior agreement.

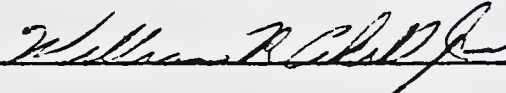
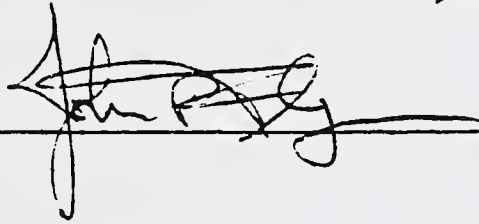
APPENDIX A
SCHEDULE OF WEEKLY SALARY RATES
EFFECTIVE JULY 2, 1989

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>INCREMENT</u>
JG						
16	\$434.41	\$515.74	\$530.98	\$546.21	\$561.45	\$15.24
17	\$469.85	\$557.82	\$574.31	\$590.78	\$607.27	\$16.49
18	\$500.39	\$594.08	\$611.64	\$629.18	\$646.74	\$17.56
19	\$532.92	\$632.69	\$651.40	\$670.08	\$688.78	\$18.70
20	\$567.56	\$673.82	\$693.74	\$713.63	\$733.55	\$19.92
21	\$604.45	\$717.62	\$738.83	\$760.02	\$781.23	\$21.21

This Agreement signed the 2nd day of January 1991

For the Metropolitan District Police
Patrolmen's Union by its
Collective Bargaining Committee

For the Commonwealth


L. Edward Lashman, Secretary
Commissioner of Administration
and Finance


John R. McKeon, Director
Office of Employee Relations

